

Feb 23, 2007 5:07PM

No. 6256 P. 2

STRATEGIC GROWTH INTERNATIONAL, INC.

April 1, 2002

Mr. Manuel Medina
President & CEO
Terremark Worldwide, Inc.
2601 South Bayshore Drive
Suite 900
Miami, FL 33133

Dear Mr. Medina:

This letter will serve as an agreement between Terremark Worldwide, Inc. ("the Company") and Strategic Growth International, Inc. ("SGI").

DUTIES

As Investor Relations Consultants, SGI will:

- a) Consult with the management of the Company on Investor Relations aspects of shareholder communications, including arranging and conducting meetings with the professional investment community and investor groups; communicating the corporate message to specified audiences, and enhancing relations with security analysts and the financial press.
- b) Help develop and implement a comprehensive Investor Relations program. The program will be designed to achieve results-oriented goals and objectives.
- c) Provide professional staff services as may be reasonably required to help the Company carry out its programs and objectives.

The scope of SGI's services shall not include any activities related to or regarding the raising of funds.

Please Initial:

Terremark Worldwide, Inc.

Strategic Growth International, Inc.

111 Great Neck Road Suite 606 Great Neck NY 11021-8402
Tel: 516-829-7111 / Fax: 516-829-8319

EXHIBIT

1

EX. B

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LIABILITY:

The Company agrees to indemnify and hold harmless SGI from and against any and all losses, claims, damages, expenses or liabilities which SGI may incur based upon information, representations, reports or data furnished to SGI by the Company with the intent that such materials be disseminated by SGI to others.

OUT OF POCKET EXPENSES

The Company will reimburse SGI for all reasonable out-of-pocket disbursements, including travel expenses, made in the performance of its duties under this agreement. Items, such as luncheons with the professional investment community, graphic design and printing, postage, long distance telephone calls, etc., will be billed as incurred. Any single or related group of expenses in excess of \$500.00 will not be incurred without prior written or email approval from the Company.

RECORDS AND RECORDKEEPING

SGI will maintain accurate records of all out-of-pocket expenditures incurred on behalf of the Company.

TERMS OF PAYMENT

Billing will be done monthly, in arrears, with the first month payable in advance. Expenses and charges will be included in the following month's bill. Payment is due within ten (10) days upon receipt of invoice.

SERVICE FEES

The Company will pay SGI a monthly retainer fee of \$10,000.00 (U.S.) for services under this agreement. This agreement shall commence on April 1, 2002 and extend for 12 months.

In addition, immediately upon execution of this agreement, the Company agrees to grant SGI options to purchase 600,000 shares of the Company's common stock at an exercise price of \$0.40 and 600,000 options at \$0.75 per share.

Please Initial:

MM
Terremark Worldwide, Inc.

ME
Strategic Growth International, Inc.

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Such options will be of a five-year duration. At the option of **SGI**, such options may be exercised on a cashless basis. The options will have piggy-back registration rights for one year with respect to the shares underlying the options, with demand registration rights after one year, and will be subject to non-dilution protection against the following events: stock splits, reverse splits and stock dividends. If in the event the Company reverse splits the stock, SGI's options that are issued pursuant to this agreement (both those vested and unvested) shall be adjusted by the Company in an amount to ensure that the number of options issued to SGI following such reverse shall be no less than 800,000 options, but in no event shall such number of adjusted options exceed 2% of the total shares outstanding subsequent to the reverse split. The options may be transferred in whole or in part to one or more officers of **SGI**.

The options will be vested as follows:
The 600,000 options at \$0.40 will vest immediately upon the signing of this agreement (such options are automatically vested and not subject to termination provisions), and the remaining options shall be vested as follows: 50% on December 2, 2002 and 50% on March 2, 2003.

TERMS OF AGREEMENT

This agreement is to extend from April 1, 2002 for a period of 12 months.

The Company shall first have the right to terminate this agreement on October 1, 2002, upon 10 days prior written notice. Upon such termination on October 1, 2002, the Company will have the right to rescind the entire 600,000 options exercisable at \$0.75.

This agreement shall be governed by and subject to the jurisdiction of and law of New York State and the United States of America.

Please initial: _____

UM
Terremark Worldwide, Inc.

MR
Strategic Growth International, Inc.

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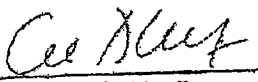
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SGI acknowledges that this agreement must be ratified by the Company's board of directors. The Company agrees to use its best efforts to obtain board ratification. Notwithstanding such efforts, if board ratification has not been obtained within two weeks of the execution of this agreement, the Company will have the option to cancel this agreement on written notice to SGI but will be obligated to pay SGI first two months retainer (i.e., \$20,000) as a cancellation fee.

Please confirm agreement to the above by endorsing all three (3) copies and returning two (2) copies to SGI.


Agreed To and Accepted By:



Terremark Worldwide, Inc.

4-01-02

Date



Strategic Growth International, Inc.

3/28/2002

Date